

Tuolumne County

Community Resources Agency



Request for Proposals

Installation of Monitoring Wells at the Jamestown Road Yard Project Number #1699

**Deadline for Submission of Proposals:
February 29, 2016 – 2:00 p.m.**

For an electronic version of this RFP, go to:

<http://www.tuolumnecounty.ca.gov>

(Click on "Bids, RFPs & RFQs" in the Business section)

**2 South Green Street
Sonora, CA 95370**

Table of Contents

NOTICE	Page 1
SECTION I – Project Location	Page 1
SECTION II – Scope of Work	Page 1
SECTION III – Proposal	Page 3
SECTION IV – Selection Process	Page 4
SECTION V – Additional Information	Page 5
 Exhibit A:	
• Monitoring Well Exhibit Map	
Exhibit B:	
• Exhibit 10-H, “Sample Cost Proposal (Example #1)”	
Exhibit C:	
• Sample Agreement	

NOTICE

By way of this Request for Proposals (RFP), Tuolumne County through its Community Resources Agency Roads Division (“County”) intends to select a consultant to install three (3) additional groundwater monitoring wells, perform semi-annual monitoring and reporting with the intention of acquiring a Low Threat Closure Policy Approval from the California Regional Water Quality Control Board (CRWQCB) at a former underground storage tank location.

SECTION I – Project Location

Tuolumne County West Division Road Yard is located at 18165 7th Avenue, Jamestown, California.

SECTION II – Scope of Work

The County wishes to solicit proposals for services to install three (3) groundwater monitoring wells to augment four (4) existing groundwater monitoring wells at its West Division Road Yard, a former underground storage tank location. Monitoring efforts have been prescribed by the CRWQCB to ascertain groundwater quality at the site via the seven (7) groundwater wells and an additional well located on the Jamestown Elementary School campus, with the intention of ultimately securing a Low Threat Closure Policy Approval for the Road Yard site. Two sampling/monitoring report cycles (specified by the CRWQCB as second quarter, 2016, and fourth quarter, 2016) are required at a minimum, with the possible requirement of additional subsequent cycles, based on the results of the first and second cycles and direction of the CRWQCB. Once the Low Threat Closure Policy Approval is secured, the seven (7) on-site monitoring wells will be destroyed. Well destruction is not included in this RFP, and will be undertaken by the County via a separate contract.

The tasks covered by the scope of this RFP are as follows:

Task 1 – Well Drilling and Installation

Well drilling and well abandonment permits will be obtained by the County.

Drill three (3) separate wells on the Jamestown Road Yard Site B property (See Exhibit A- map):

- **Monitoring Well #5 (MW-5)** is to be located approximately 25 feet southwesterly of MW-1, and is to be drilled to an approximate depth of 65 feet. Two soil samples from the boring are to be collected at 5 and 10 feet below ground surface level, and shall be analyzed for total petroleum hydrocarbons of gasoline (TPHg) and diesel (TPHd) using US EPA Method 8015M, and for benzene, toluene, ethyl benzene, total xylenes Naphthalene, and methyl tert-butyl ether (MtBE) using US EPA Method 8260B. In addition, soil and groundwater samples are to be analyzed for total lead with a minimum detection limit of 1.0 milligrams per kilogram in soil and 1.0 micrograms per liter using US EPA Method 200.8/6020.
- **Monitoring Well #6 (MW-6)** is to be located approximately 80 feet north of MW-1. Drill to first encountered ground water (approximately 50 feet).
- **Monitoring Well #7 (MW-7)** is to be located in Oak Alley, approximately 35 feet southwest of the Maintenance Shop. Drill to first encountered ground water (expected to be approximately 50 feet depth).
- The ground around the wells shall be protected to prevent any contamination to the surrounding ground or wells from possible leaks in vehicles and equipment used to perform the work.
- No sooner than 48 hours after installation, the new monitoring wells shall be developed.
- Well development shall be performed by surging, bailing, pumping, swabbing, or a combination of techniques. Air-lifting shall not be performed without prior County authorization.
- Prepare and submit the Well Installation Report to the County and file electronically with the California Regional Water Quality Control Board (CRWQCB) Geo Tracker System.
- **Deadline for well installation is April 1, 2016.**
- Well drilling or well construction work constitutes Public Works-type work, and shall be subject to State prevailing wage, DIR (sub) contractor registration, and certified payroll reporting requirements.

Task 2- Sampling & Reporting

Task 2.1 MW-1, MW-4, MW-5, MW-6, MW-7 and the Jamestown Elementary School ground water well will be sampled during the 2nd Quarter of 2016 and analyzed for the total petroleum hydrocarbons of gasoline (TPHg) using US EPA Method 8015B and for benzene, toluene, ethyl benzene, total xylenes (collectively BTEX), naphthalene, the gasoline oxygenates/additives ethanol, tertiary butanol (TBA), methyl tertiary butyl ether (MtBE), di-isopropyl ether (DIPE), ethyl tertiary-butyl ether (ETBE), the break down product tertiary-amyl methyl ether (TAME), and the additives 1,2-dichloroethane (1,2-DCA) and ethylene bromide (EDB) using US EPA Method 8260B. Obtain depth to water (DTW) data at all seven (7) on-site monitoring well locations.

Access to the Jamestown Elementary School campus is controlled by the School administration, and shall be coordinated by the Consultant and/or Subconsultants or Subcontractors with the School administration and staff.

Task 2.2 On behalf of the County, Consultant will submit the 2nd Quarter 2016 Groundwater Monitoring Report to both the County and the CRWQCB, and a Low Threat Closure Policy analysis requesting closure, if appropriate, to the CRWQCB.

Task 2.3 Based on approval of a Low Threat Closure by the CRWQCB, Consultant will perform a 4th Quarter 2016 groundwater monitoring and reporting, to include sample results from all seven (7) on-site monitoring wells (MW-1 through MW-7) and the Jamestown Elementary School well. Consultant shall submit results to the County, and file them electronically on the CRWQCB GeoTracker website.

Task 2.4 (OPTIONAL) If low threat closure is not approved, Consultant will continue to conduct semi-annual ground water monitoring and reporting, until Low Threat Closure is obtained or contract expires. This task will establish a lump sum cost for one cycle of semi-annual groundwater monitoring and reporting at all seven monitoring well sites and the offsite Jamestown Elementary School well site, including submittal of results and reports to the County and the CRWQB as identified in Tasks 2.1 through 2.3 above, and may be performed multiple times during the course of the Contract, at the direction of the County, in response to the requirements of the CRWQB.

Report Requirements

The Consultant shall submit a written report of findings to the County, and file it electronically with the California Regional Water Quality Control Board, on the GeoTracker website. The report shall contain all information pertaining to the tasks that have been carried out by the Consultant.

Schedule

Timeline Table

Description	Due Date
Installation of 3 new monitoring wells	April 01, 2016
Submit a Well Installation Report	May 01, 2016
Submit 2 nd Quarter 2016 Groundwater Monitoring Report, including sampling results from MW-1, MW4, MRW-5, MW-6, MW-7 and Jamestown Elementary School well	July 30, 2016
Submit a Low Threat Closure Policy analysis requesting closure, if appropriate	July 30, 2016
Submit 4 th Quarter 2016 Groundwater Monitoring Report, including samples from the 7 monitoring well sites and the Jamestown Elementary School well.	January 30, 2017
<i>If Low Threat Closure Policy is approved by the CRWQCB, proceed with well destruction *</i>	<i>March 01, 2017</i>
<i>Submit Well Destruction Report *</i>	<i>June 01, 2017</i>

*** Task not in scope of services solicited in this RFP**

Based on approval of a Low Threat Closure Analysis, all work requested by this RFP is to be completed by January 30, 2017. The possibility that sampling results from the 2nd Quarter suggest higher than allowable levels of contaminants exist may alter the course and duration of the site closure strategy, including requiring additional sampling and testing, at the direction of the CRWQB. Well destruction permitting and work tasks are not included in this RFP, as precise technical requirements for the destruction for each well are not yet known.

SECTION III – Proposal

Proposal Requirements

Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, applicants must provide all information requested as follows:

1. A statement of qualifications attesting to the background and experience of the firm relating to underground storage tank testing and remediation.
2. A list of qualified persons to be assigned to the investigation along with their necessary licenses.
3. A detailed plan to carry out the described work in a timely, professional, safe and legal manner, meeting the required deadlines as indicated in the Timeline Table, and maintaining necessary records and other safeguards to ensure that reported sample results are accurate.
 - a. Work shall be performed in a manner that will not require the cessation of work at the site.
4. A list of three professional references, minimum.
5. In addition to the technical proposal, applicants shall submit a cost proposal.
 - a. Consultant shall provide a schedule of charges with proposal and cost estimate of required services.
 - b. This schedule of charges shall be in the format shown in Exhibit B.
 - c. The cost proposal shall be organized by task, in a means whereby the County can account for hours and costs expended during the performance of each task.

It is the responsibility of each applicant to be familiar with all of the specifications, terms, and conditions of this RFP. By the submission of a proposal, the applicant certifies that if awarded a contract, applicant will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

Proposer's Questions

Any questions regarding this RFP must be submitted in writing to the County by 2:00 p.m. on Friday, February 19, 2016. Excepting questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will post the questions received, along with written responses, to the County website, www.tuolumnecounty.ca.gov (click on "Bids, RFPs & RFQs" in the Business Section). It is the responsibility of the proposers to check the County website to review the questions and responses. Any oral responses to questions are not binding on the County.

Questions should be addressed to:

Ray Ingalls, Road Superintendent
Community Resources Agency
Tuolumne County
2 S. Green Street
Sonora, CA 95370
ringalls@co.tuolumne.ca.us

Submittal of Proposals

In addition to the above information, the following specific criteria shall be met:

- RFP must be submitted in a sealed soft envelope clearly marked “**RFP for the Jamestown Road Yard Monitoring Wells**” and the Consultant’s name on the outside of the courier envelope.
- Do not bind or use binders; please use binder clip or staple pages of proposal together and seal in a courier envelope.
- Proposals must be submitted by the date and time specified in this RFP. Late submittals will not be accepted. Email, oral and/or facsimile submittals will not be accepted.

Proposing consultants shall submit three (3) hard copies of their Proposal. Proposals must be addressed to and mailed, delivered by courier or hand delivered to:

Ray Ingalls, Road Superintendent
Community Resources Agency, 4th Floor
48 Yaney (mail: 2 S. Green Street)
Sonora, CA 95370

Proposals must be received and date stamped by no later than **2:00 p.m. on Monday, February 29, 2016.** Proposals will be received only at the address shown above, and must be received by the time indicated. It is the sole responsibility of the applicant to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and will not be accepted. No e-mailed or facsimile proposals will be considered. The Community Resources Agency time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals. The County has no authority to accept proposals submitted after the above date and time, and will return any unopened proposals which are received late.

SECTION IV- Selection Process

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a consultant that best satisfies the County’s requirements. The following describes the evaluation process and associated components. A Consultant Selection Committee, appointed by the Community Resources Agency Director, shall review each Proposal.

Rating Criteria

Proposals shall be evaluated based on a 50 point scale as follows:

- a. Cost of project (20)
- b. Understanding of the work to be completed (15)
- c. Familiarity with state and federal procedures (10)
- d. Experience with similar kind of work (5)

Award

Award will be made to the qualified provider whose proposal will be most advantageous to the County, with price and all other factors considered. The County reserves the right to reject any and all proposals and to waive any irregularities in the RFP process. The County will negotiate with the highest ranked applicant to develop the scope of work and contract for mutual satisfaction.

If the County cannot successfully negotiate a contract for the services requested with the highest ranked applicant, the County will terminate negotiations and begin negotiations with the next highest ranked applicant.

Applicants will receive mailed Award/Non-Award notification(s), which will include the name of the applicant(s) to be awarded this contract.

Applicants are advised County reserves the following prerogatives:

- To reject any or all applications;
- To consider historic information and fact, whether gained from the applicant's application or any other source, in the evaluation process; and
- The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the application. Failure of the individual or agency to submit such information may cause an adverse impact on the evaluation of the application.
- If a proposal is not submitted in the format specified in Section III of this RFP, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity, or that the defect or variation in the proposal is immaterial or inconsequential. The County may give the applicant an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

SECTION V - Additional Information

Form of Agreement

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, applicants are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

The selected consultant must execute the Tuolumne County Standard Agreement for Professional Services attached hereto as **Exhibit C** to this RFP.

The selected consultant will be required to maintain, throughout the term of any contract work, insurance of the type and amount indicated in the Tuolumne County Standard Agreement for Professional Services.

Fee and Method of Payment

After selection of the Consultant, the County will execute a contract for a not-to-exceed fee for the complete project, based on the work, services, and deliverables associated with **Tasks 1, 2.1, 2.2, and 2.3**. Progress payments will be made upon completion of each task, after the submittal of an itemized invoice. Invoices submitted without appropriate supporting documentation will be returned unpaid.

Policy

This RFP does not obligate the County to award a contract, nor does it commit the County to pay for any costs associated with the preparation and submittal of a proposal. The Scope of Work is potentially subject to modification as work progresses on each element.

Public Records Access

Applicants should be aware that submitted proposals are subject to the California Public Records Act, and may be disclosed to members of the public upon request. It is the responsibility of the applicants to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the County has completed its evaluation and, or if, an award has been made.

DIR Registration and Notice

To be qualified to bid on, be listed in a proposal or engage in the performance of any public work contract subject to Labor Code section 1720, contractors and subcontractors must be registered with the Department of Industrial Relations. Please see <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information. As described above, well drilling and well construction under **Task 1** constitutes a public work. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the contractor and its subcontractors, of any tier performing public work under **Task 1**, shall maintain active registration with the Department of Industrial Relations for the duration of the Agreement.

Task 1 public work services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly. It is the proposer's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law.

The County is required to provide notice to DIR of any public work contract subject to prevailing wages within five (5) days of the award. Upon notice, the County will provide the DIR project number to the Consultant.

Schedule of Events

- | | |
|--|-------------------|
| • Request for Proposals circulated | February 12, 2016 |
| • Deadline for RFP questions | February 19, 2016 |
| • RFP Proposal Submittal Deadline | February 29, 2016 |
| • Committee Review | March 01, 2016 |
| • Consultants Notified of Selection Status | March 03, 2016 |
| • Contract Execution and Notice to Proceed (Tentative) | March 04, 2016 |

Exhibit A

Well Location Map



TUOLUMNE COUNTY
COMMUNITY RESOURCES AGENCY

2 SOUTH GREEN STREET
SONORA, CALIFORNIA 95370
PHONE (209) 533-5633
FAX (209) 533-5698

JAMESTOWN ROAD YARD
MONITORING WELL EXHIBIT

SHEET

SHEET 1 OF 1
SCALE
VERTICAL: 1"=NA
HORIZONTAL: 1"=NA
BRIDGE NO.:
NA

Exhibit B

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant _____ Consultant Name _____ Contract No. _____ Contract No. _____ Date 1/1/2016

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
		1	\$ 1.00	\$ 1.00
		2	\$ 1.00	\$ 2.00
		3	\$ 1.00	\$ 3.00
		4	\$ 1.00	\$ 4.00
		5	\$ 1.00	\$ 5.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 15.00
b) Anticipated Salary Increases (see page 2 for sample) \$ 8,424.12
c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 8,439.12

FRINGE BENEFITS

- d) Fringe Benefits (Rate: 10.00%) e) **TOTAL FRINGE BENEFITS**
[(c) x (d)] \$ 843.91

INDIRECT COSTS

- f) Overhead (Rate: 20.00%) g) Overhead [(c) x (f)] \$ 1,687.82
h) General and Administrative (Rate: 15.00%) i) Gen & Admin [(c) x (h)] \$ 1,265.87
j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 3,797.60

FEE (Profit)

- q) (Rate: 25.00%) k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q) \$ 9,388.52

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	1	\$1.00	\$1.00
m) Equipment Rental and Supplies (itemize)	1	\$2.00	\$2.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	1	\$3.00	\$3.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$4.00	\$4.00

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ 10.00**TOTAL COST** [(c) + (j) + (k) + (p)] \$ 21,635.25**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Exhibit B

(Page 2)

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant _____ Consultant Name _____ Contract No. _____ Contract No. _____ Date 1/1/2016

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 250,000.00	5000	=	\$ 50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 50.00	+	2.00%	=	\$ 51.00	Year 2 Avg Hourly Rate
Year 2	\$ 51.00	+	2.00%	=	\$ 52.02	Year 3 Avg Hourly Rate
Year 3	\$ 52.02	+	2.00%	=	\$ 53.06	Year 4 Avg Hourly Rate
Year 4	\$ 53.06	+	2.00%	=	\$ 54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5,000	=	1,000	Estimated Hours Year 1
Year 2	40.0%	*	5,000	=	2,000	Estimated Hours Year 2
Year 3	15.0%	*	5,000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5,000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5,000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5,000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 50.00	*	1,000	=	\$ 50,000.00	Estimated Hours Year 1
Year 2	\$ 51.00	*	2,000	=	\$ 102,000.00	Estimated Hours Year 2
Year 3	\$ 52.02	*	750	=	\$ 39,015.00	Estimated Hours Year 3
Year 4	\$ 53.06	*	750	=	\$ 39,795.00	Estimated Hours Year 4
Year 5	\$ 54.12	*	500	=	\$ 27,060.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 258,424.12	
Direct Labor Subtotal before Escalation				=	\$ 250,000.00	
Estimated total of Direct Labor Salary Increase				=	8,424.12	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

Exhibit C

Sample Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES
JAMESTOWN ROAD YARD MONITORING WELLS**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016 by and between the County of Tuolumne, a political subdivision of the State of California, ("County"), and _____, ("Consultant"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County. The authorized work to be performed as stated in the Scope of Work described in the County's Request for Proposals and shall be completed within the time limits stated within the Timeline Table unless an extension of this deadline is approved by County.

2. SERVICES

Consultant shall perform well installation, groundwater sampling and monitoring, reporting and submission of Low Threat Closure analysis of the Jamestown Road Yard site, a former underground storage tank location as described in, "Scope of Work," which is attached hereto and incorporated herein by reference. Consultant shall provide all staffing and materials necessary to perform the Scope of Work. The Scope of Work includes three (3) tasks to be completed. Consultant shall not commence work on until a written Notice to Proceed has been issued by County.

3. COMPENSATION

Consultant shall be compensated for services in an amount not to exceed \$_____. The Consultant's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Consultant within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Consultant shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

A. The Consultant shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Consultant's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Consultant shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of two million dollars (\$2,000,000). Consultant agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

- iv. The insurer waives all rights of subrogation against the County additional insureds.
- v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

5. HOLD HARMLESS/INDEMNIFICATION

Consultant shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Consultant. Consultant's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Consultant shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

6. INDEPENDENT CONTRACTOR

It is understood that Consultant, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Consultant are performing in that capacity for and on behalf of the Consultant and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

7. ASSIGNMENT

This Agreement is for the professional services of the Consultant and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

8. NOTICE

Any and all notices, reports or other communications to be given to County or Consultant shall be given to the persons representing the respective parties at the following addresses:

CONSULTANT:

COUNTY:

Raymond Ingalls
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-5609

9. COMPLIANCE

Consultant shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Consultant's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Consultant shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

10. PUBLIC RECORDS ACT

Consultant is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Consultant to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

11. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Consultant and the CRA Director, Bev Shane. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

12. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

13. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Consultant shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon seven (7) calendar days' written notice to the other party. Upon termination for convenience, Consultant shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.
- C. Should Consultant default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Consultant. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

- D. If County terminates this Agreement for default or material breach, then Consultant shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Consultant understands and agrees that County may, in County's sole discretion, refuse to pay Consultant for that portion of Consultant's services which were performed by Consultant prior to the termination date and which remain unacceptable to County as of the termination date.

14. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

15. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

16. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

18. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

19. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

20. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

21. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

23. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

24. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

25. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

26. WARRANTY

County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

27. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Consultant or to furnish any other considerations under this Agreement and Consultant shall not be obligated to perform any provisions of this Agreement. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Consultant to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF TUOLUMNE	CONSULTANT
By: Craig Pedro County Administrative Officer	By:
APPROVED AS TO LEGAL FORM:	
By: Carlyn Drivdahl, Deputy County Counsel	

Exhibit B
COST PROPOSAL